

Part IV – Representations and Instructions

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

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**SECTION L - INSTRUCTIONS, CONDITIONS,
AND NOTICES TO OFFERORS OR QUOTERS**

L.1 52.204-6 Data Universal Numbering System (DUNS) Number. (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number--
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

L.2 52.211-6 Brand Name or Equal. (AUG 1999)

- (a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

- (b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must -
 - (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
 - (2) Clearly identify the item by -
 - (i) Brand name, if any; and
 - (ii) Make or model number;
 - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
 - (4) Clearly describe any modifications the Offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the Offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the Offeror clearly indicates in its offer that the product being offered is an “equal” product, the Offeror shall provide the brand name product referenced in the solicitation.

L.3 52.211-7 Alternatives to Government-Unique Standards. (NOV 1999)

- (a) This solicitation includes Government-unique standards. The Offeror may propose voluntary consensus standards that meet the Government's requirements as alternatives to the Government-unique standards. The Government will accept use of the voluntary consensus standard instead of the Government-unique standard if it meets the Government's requirements unless inconsistent with law or otherwise impractical.
- (b) If an alternative standard is proposed, the Offeror must furnish data and/or information regarding the alternative in sufficient detail for the Government to determine if it meets the Government's requirements. Acceptance of the alternative standard is a unilateral decision made solely at the discretion of the Government.
- (c) Offers that do not comply with the Government-unique standards specified in this solicitation may be determined to be nonresponsive or unacceptable. The Offeror may submit an offer that complies with the Government-unique standards specified in this solicitation, in addition to any proposed alternative standard(s).

L.4 52.214-34 Submission of Offers in the English Language. (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.5 52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.6 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

(a) *Definitions.* As used in this provision -

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

“In writing, writing, or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should insure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and

provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral

proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to its proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

- (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.7 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Time and Materials contract resulting from this solicitation.

L.8 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation. (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.9 52.232-38 Submission of Electronic Funds Transfer Information with Offer. (MAY 1999)

The Offeror shall provide, with its offer, the following information that is required to make payment by EFT under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The Offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Offeror's financial agent.
- (5) The Offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Offeror's financial agent.
- (7) If applicable, the Offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

L.10 52.233-2 Service of protest (as amended by DEAR 952.233-2).

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.
- (g) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.11 952.233-4 Notice of protest file availability. (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.12 952.233-5 Agency protest review. (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss concerns with the contracting officer prior to filing a protest.

L.13 Content Of Resulting Contract (JUN 2004)

Any contract awarded as a result of this RFP will contain Part I -- [The Schedule](#), Part II -[Contract Clauses](#), and Part III, [Section J](#) -- List of Documents, Exhibits and Other Attachments. Blank areas appearing in these sections will be completed after the selection process. Part IV, [Section K](#) will be incorporated in the contract by reference.

L.14 ORO L05 Excluded Contractors (MAY 1997)

Proposals are not solicited from firms which are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal procurement or nonprocurement programs.

L.15 ORO L10 Time, Date And Place Proposals Are Due (MAY 1997)**Mailed proposals shall be marked as follows:**

FROM: _____

MAIL TO:

U.S. Department of Energy
 Oak Ridge Operations Office
 P.O. Box 2001
 Oak Ridge, Tennessee 37831
 ATTN: Jill Albaugh

SOLICITATION NO. DE-RP05-05OR23027

DUE: Time: 2:00 PM EST Date: 9/3/2004

NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE IDENTIFIED SOLICITATION.

Hand carried proposals shall be marked as follows:

FROM: _____

HAND CARRY TO:

U.S. Department of Energy
 Oak Ridge Operations Office
 200 Administration Road
 Oak Ridge, Tennessee 37830
 ATTN: Jill Albaugh

SOLICITATION NO.: DE-RP05-05OR23027

DUE: Time: 2:00 PM EST Date: 12/3/2004

NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE IDENTIFIED SOLICITATION.

- (a) All proposals are due NO LATER THAN 2:00 PM local prevailing time on 12/3/2004.
 (CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications and withdrawals of proposals.)
- (b) The Offeror assumes the full responsibility of insuring that the offer is received at the place and by the date and time specified in this solicitation.
- (c) It may not be possible to hand carry the package(s) between the hours 4:00 PM and 7:00 AM workdays. Delivery to any other location may result in late receipt of the proposal and is strongly discouraged.

- (d) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government and (2) returned at the sender's request and expense, unless they are destroyed during pre-award testing.

L.16 ORO L 20 Small Business Size Standards And Set-Aside Information Alternate I (MAY 1997)

This acquisition is set-aside for small business. The size standard for this solicitation is \$21,000,000. The North American Industry Clarification System (NAICS) is 541513.

L.17 ORO L40 Number Of Awards (MAY 1997)

It is anticipated that there will be one (1) award resulting from this RFP.

L.18 ORO L55 Expenses Related To Proposal Or Bid Submissions (MAY 1997)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.19 ORO L60 Amendment of the Solicitation (MAY 1997)

The only method by which any term of the solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal/prebid conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of the solicitation. RFP amendments will be made available via the Industry Interactive Procurement System (IIPS) located at <http://e-center.doe.gov/>

L.20 Solicitation Questions (OCT 2004)

- (a) The Offeror may pose any issues/questions related to this solicitation via email to ITServices@oro.doe.gov. Each question should clearly specify the RFP area (Attachment, page, etc.) to which it refers.
- (b) Questions received and their responses will be posted on the website: <http://www.oro.doe.gov/procurement/ITRFP/ITservices.pdf> [Questions and Answers](#) page.

L.21 ORO L65 Preproposal Conference -- None (MAY 1997)

A preproposal conference is not contemplated.

L.22 ORO L85 Notice of Labor Provisions (MAY 1997)

- (a) Offerors should note that this solicitation includes contract clauses requiring the listing of employment openings with the local office of the Federal-State employment service system and postings of employment notices. (See clauses "Affirmative Action for Special Disabled and Vietnam Era Veterans" and "Affirmative Action for Handicapped Workers").
- (b) This solicitation may include clauses relating to specific labor laws. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C.,

20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.23 ORO L110 Disposition of Proposals or Bids (MAY 1997)

Proposals or bids will not be returned (except for timely withdrawals).

L.24 ORO L135 Proposal Preparation Instructions--General (OCT 2004)

(a) General. Proposals are expected to conform to the Solicitation Provisions entitled "Proposal Preparation Instructions" and prepared in accordance with this section. To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

(b) Overall Arrangement of Proposal.

- (1) The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of each proposal volume and the required packaging and grouping is also shown in the matrix below.

If this solicitation includes Qualification Criteria (see [Section M](#)), it shall be addressed in Volume I.

Volume I -- Offer and Other Documents

Total Copies Required: 5

To Be Packaged As Follows: One copy with the original signatures and four (4) copies

Volume II -- Technical and Business Management

Total Copies Required: 12 plus two CDs containing only a Microsoft Word formatted copy of the Technical Proposal.

To Be Packaged As Follows: One copy with the original signatures and eleven (11) copies

Volume III -- Price Proposal

Total Copies Required: 5

To Be Packaged As Follows: One copy with the original signatures and four (4) copies

- (2) Each volume designated above, is to be packaged individually. This does not preclude packaging more than one, or all, volumes in a single overall package. Mark the volume number on the outside of the individual package or packages.
- (3) Copy No. 1 of the proposal or bid shall contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal or bid.

L.25 Proposal Preparation Instructions--Volume I, Offer and Other Documents (JUL 2004)

(a) General.

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes the Offeror's qualification criteria proposal (if applicable), required representations, certifications, and other statements of the Offeror, make or buy program, identification of technical data to be withheld, request for waiver of patent clauses, any other administrative information, and a summary of exceptions and deviations taken.

(b) Format and Content.

Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

- (1) The [Standard Form 33](#) with blocks 12 through 18 completed by the Offeror.
- (2) Qualification Criteria ([see Section M.2](#)). Offerors shall complete and submit the Reference Information Form ([Section L, Attachment IX](#)).
- (3) Section K, Offeror Representations, Certifications, and other statements of the Offeror fully executed.
- (4) Foreign Ownership Control and Influence (FOCI)/Facility Clearance Requirement

Offerors and teaming partners, subcontractors, and joint venture team members shall follow the instructions contained in [Section L, Attachment I](#). For assistance in complying with 952.204-73, Facility Clearance, Offerors may also access the following website: <http://www.Oakridge.doe.gov/ssd/fociteam.htm>

Offerors and teaming partners, subcontractors, and joint venture team members who have either a Department of Defense, or a Department of Energy current facility clearance generally need not resubmit the information but shall provide agency documentation which grants the facility clearance.

- (5) Exceptions and Deviations taken to the contract.
- (6) Summary of Exceptions and Deviations taken in other Volumes.

(c) The [Standard Form 33](#).

- (1) Use of the Form. The Standard Form 33 is to be executed fully and used as the cover sheet (or first page) of each copy of Volume I, Offer and Other Documents.
- (2) Acceptance Period. The acceptance period is 180 calendar days (see Standard Form 33).
- (3) Signature Authority. The person signing the Standard Form 33 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

(d) Qualification Criteria

The Offeror should address the Qualification Criteria listed in [Section M](#) of this solicitation, clearly showing how the proposal meets the Qualification Criteria. The preparation of this area is very important. If the proposal does not meet the requirements of the Qualification Criteria, the proposal shall not be evaluated. The response should be sufficient unto itself for a determination as to whether or not the proposal meets the Qualification Criteria. The Government does not intend, and has no obligation to refer to other volumes if the requirements of the Qualification Criteria are not clearly and unambiguously met.

(e) Representations and Certification

Offeror should complete the representations and certifications according to the instructions contained in [Section K](#).

(f) Additional Information to be Furnished.

- (1) [Section B](#), Price Schedules, in the format provided in this RFP.
- (2) Data to be inserted in blanks found in [Clauses H.19](#) and [I.75](#).
- (3) Remittance Address. If the Offeror's remittance address is different from the address shown on the [Standard Form 33](#), such address shall be furnished, including ZIP Code.
- (4) Government Property.
 - (i) Unless otherwise stated, the Offeror is expected to furnish all property (including, but not limited to facilities, equipment, special tooling, and material) necessary for the performance of the work defined in this solicitation. Government property as used herein means all Government- furnished property, together with all property acquired by the Contractor, title which vests in the Government.
 - (ii) Indicate in this Volume I whether or not the proposal is based on the use of Government property. If the Offeror proposes to use Government property to perform the work (whether or not such property is presently in the possession of the Offeror), provide the particulars in the Cost Proposal volume, along with a statement signed by an executive corporate official (or the equivalent in a non-corporate entity) which:
 - (A) Expresses the Offeror's unwillingness or financial inability to acquire the necessary property with the Offeror's resources; or
 - (B) Explains that time will not allow the Offeror to make the necessary arrangements to obtain timely delivery of such property to meet the Government's requirements even though the Offeror is willing and financially able to acquire the property. Such an explanation is to include cost benefit studies that treat lease versus buy versus use of the Government property. In this case, existing Government property, if available, may be provided until the property acquired by the Offeror is delivered, installed, etc.
 - (iii) In the event that the Offeror proposes to use Government-furnished property to perform the work, the Government shall include in its evaluation of the proposal the cost of providing Government-furnished property including acquisition, transportation, installation, removal and disposition.

- (iv) See [Section H, Special Contract Requirements](#) clause entitled GOVERNMENT PROPERTY.
 - (v) If the Offeror intends to fabricate or purchase any equipment for the performance of the work herein, the Offeror shall identify these costs and equipment in the Cost Proposal volume.
 - (vi) Notwithstanding the above, the Government reserves the right under any resulting contract to furnish items of equipment, materials, supplies or facilities.
- (5) Withholding of Technical Data: Pursuant to the clause entitled "Rights to Proposal Data - Technical", the Offeror must provide the required statement in this Section of Volume I.
- (g) Exceptions and Deviations to the Contract.
- (1) The Offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the contract, Offeror Representations, Certifications, and other Statement of the Offeror form, the requirements of this Section, and other matters included in Volume I -- Offer and Other Documents, including the reporting requirements.
 - (2) Any exceptions taken must contain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your proposal(s) as unacceptable.
- (h) Summary of Exceptions and Deviations Taken in Other Volumes.
- The Offeror shall summarize each technical, cost, business, or other exceptions taken elsewhere, and provide specific cross references to its full discussion.

L.26 ORO L155 Proposal Preparation Instructions--Volume II, Technical And Business Management Proposal (OCT 2004)

- (a) General.
- (1) Volume II -- The Technical and Business Management Proposal (hereinafter referred to as the Technical Proposal) consists of the Offeror's proposal addressing the technical and business management aspects of the acquisition, the Offeror's capabilities and what the Offeror will do to satisfy the requirements of the [Performance Work Statement](#) (PWS). Since the Technical Proposal will be evaluated to determine such matters as understanding of the work to be performed, technical approach, and potential for completing the desired work (Part IV - [Section M](#) and Part I - [Section C](#)), it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what it is the Offeror will do to satisfy the requirements of the PWS.
 - (2) In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual cost information is to be included in the Technical Proposal.

Where estimated labor hours will provide clarity, they shall be quoted in labor hour figures only, with no indication as to the cost of these labor hours.

(3) Technical Proposal Page Limitation.

- (i) The hard copy of the Technical Proposal shall not exceed 120 pages. For interpretation of page guidelines, the front and back of a single sheet are counted as two pages. A CD containing only a Microsoft Word formatted copy of the Technical Proposal is also to be included. Except for illustrations, the proposed text shall be typed (font Arial, type size shall be 11) and printed, unreduced, on size 8 1/2-inch by 11-inch paper with minimum left, right, top and bottom margins of 1/2-inch. Pages shall be sequentially numbered with the page number on each page. The page guidelines constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in any proposal by reference, attachment, or appendix, as a means to circumvent the page limitation. Promotional video tapes, audio tapes and floppy discs will not be reviewed. All items included in (b)(1) below are included in the page count.
- (ii) If a Technical Proposal is received which exceeds the page limitation, the additional pages will not be read and evaluated by DOE. The pages which exceed the page limitation will be removed from the proposal and returned to the proposer.

(b) Format and Content.

(1) Volume II, Technical Proposal, shall include the following components:

- (i) Table of Contents.
- (ii) List of Tables and Figures.
- (iii) Technical Summary.
- (iv) Technical Discussion.
- (v) Technical Exceptions and Deviations.

(2) These major headings may be subdivided or supplemented by the Offeror as appropriate.

- (i) Technical Summary. This short section shall contain a brief summary of the key points of the proposal.
- (ii) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should demonstrate Offeror's capability in meeting the requirements set forth in the PWS. It should clearly address each of the Technical and Business Management Criteria set forth in [Section M](#). It should follow the same order as the evaluation criteria listed in Section M, and each part of the section should be identified with the pertinent evaluation criterion number. Information provided by Offeror should include, but is not limited to, the following requested data under each criterion:

Criterion 1 – Technical Approach

The Offeror shall provide a section by section response to the [PWS](#) which demonstrates technical understanding of the specific tasks to be performed. The

Offeror's response shall address the specific sections of the PWS identified in [Section L, Attachment XII](#) (Technical Proposal Format), in the order indicated.

For [Appendix A \(Section J, Attachment A\)](#), in addition to the specific requirements of the PWS section being addressed, the Offeror's response shall address the following areas, as may be applicable to the individual section within the PWS:

1. **Helpdesk operations.** Describe in detail how Helpdesk requirements will be met. Include specific performance responsibilities and a listing of automated tools used for operation of desktop support services. Provide detail concerning the process(es) the Offeror will initiate to insure the Customer has access to the data and tools, and the process(es) through which work will be transferred from Helpline staff to the actual person(s) assisting the end-user.
2. **Systems Software.** Describe in detail how the Offeror will maintain technical proficiency, and support the following areas: Oracle database administration, system administration including operating systems installation and maintenance, use of software associated with the ProEngineer CAD System, application software programming using C, C++, JavaScript, Oracle, Access, Cold Fusion, HTML, SQL, GUI programming, Active Server Pages (ASP), and Perl.
3. **Performance Standards.** Describe Measurements and methods that will be used to demonstrate, insure and maintain overall system performance within PWS Performance Standards.

For [Appendix B \(Section J, Attachment A\)](#), in addition to the specific requirements of the [PWS](#) section being addressed, the Offeror's response shall address the following areas, as may be applicable to the individual section within the PWS:

*(Definition: **Service Model** – defines the various activities involved in performing a given requirement of the PWS, including how the various activities interface one with the other.)*

1. **End-User Support Services.** Describe the proposed service model for End-User Support Services (ESS). Discuss the operational and managerial methods that will be used to support ESS services.
2. **Server Management Services.** Describe the proposed service model for Server Management Services (SMS). Discuss the operational and managerial methods that will be used to support SMS.
3. **Miscellaneous IT Services.** Describe the proposed service model for Miscellaneous IT Services (MIS). Discuss the operational and managerial methods that will be used to support MIS.
4. **Applications and Database Services.** Describe the proposed service model for Applications and Database Services (ADS). Discuss the operational and managerial methods that will be used to support ADS.
5. **Performance Standards.** Describe measurements and methods that will be used to demonstrate, insure and maintain overall system performance within PWS Performance Standards.

For [Appendix C \(Section J, Attachment A\)](#), in addition to the specific requirements of the [PWS](#) section being addressed, the Offeror's response shall address the following areas, as may be applicable to the individual section within the PWS:

1. **Enterprise-level information technology (IT) operations.** The Offeror shall discuss its approach to sustaining enterprise IT operations. This discussion shall include:
 - a. Data center operations (including: general staffing approaches, Conduct of Operations, Continuity of Operations, Disaster Recovery philosophies and backup/system maintenance scheduling)
 - b. IT resource (e.g., electronic mail) operations approaches for utmost operational availability, internet server (internal and external) operations for utmost availability and protection (to include insider threat and external penetration protection), cyber security hardware (i.e., firewall) configuration and maintenance approach (e.g., fail-over devices and new threat mitigation)
 - c. Mainframe and parallel processor-based hardware and software operation and approach to removing said systems from operation for retirement
 - d. Approach for centralized configuration of desktop computing resources (to include remote configuration, data gathering regarding software and hardware components, "push" approaches for software updates).
2. **New technology awareness.** The Offeror shall describe technology infusion approaches. The ability to infuse new technology (i.e., new hardware, software, operating processes and IT environment philosophies) into the work area will be evaluated. This discussion should identify:
 - The approach used by the Offeror to identify new technologies, assess its applicability to the work environment, and determine the importance or advisability of including identified new technology in the facility capital improvement planning process.
 - An analytic approach to problem resolution based on the identification of the most likely problem areas anticipated during the affected performance period. Representative problem types include, but are not limited to: Product evaluations for system protection against annoying but prevalent e-mail (a.k.a. SPAM), firewall and e-mail server product evaluations to protect the system against malicious software (e.g., viruses/worms/Trojan programs), firewall configuration both under routine and "attack" situations, remote access configuration and protection to include recommendations for remote user computer protection and configuration, and approach to enterprise-level IT vulnerability risk analysis.
 - How best federal government and commercial practices will be factored into the Offeror's IT strategic planning approach, and how this approach supports and enhances implementation and investment planning.

- **Classified computing operations.** The Offeror shall discuss its approach for shared computing resource electronic and physical protection. This discussion shall include:
 - An appropriate approach, within Department of Energy and National Nuclear Security Administration guidelines, for data center operation when classified shared computing resources are within the data center. Physical protection should include requirements for systems staff regarding security, drug, and polygraph monitoring during job performance. Concepts for classified material (i.e., backup magnetic media not enclosed within or attached to a computer) marking, handling, and storage should be identified.
 - Discuss classified data network operations with respect to appropriate encryption, sharing of data files (or not) and location of classified network (optical or metallic cables) in the proximity of unclassified network.
- 3. Helpdesk operations.** The Offeror shall discuss its Helpdesk conduct of operations approach, including: how user queries are received, logged, accommodated, closed, and archived. The Offeror shall discuss how record keeping and tracking of “active” and unresolved queries will be implemented, as well as methodology for the identification and tracking of problem type trends.
- 4. Performance Standards.** Describe measurements and methods that will be used to demonstrate, insure and maintain overall system performance within PWS Performance Standards.

Criterion 2 – Key Personnel and Resource Availability

A. Key Personnel

The Offeror must include in its technical proposal the qualifications and experience of proposed key personnel. The Offeror shall provide resumes (Maximum 2 pages per resume in the prescribed format) for each individual proposed for a key personnel position, including teaming partners, subcontractors, and/or joint venture personnel. The resumes should reflect information relevant to the PWS and which is commensurate with the responsibility/role of the proposed position. Only one resume for each person may be submitted and only one person may be proposed for each position. Each resume must contain the signed certification as indicated on the resume format.

B. Resource Availability

The Offeror shall address its ability and commitment to provide qualified staff for the positions identified in [Section L, Attachment V](#) and [Section L, Attachment VI](#), should the incumbent employees currently occupying these positions and who have Right of First Refusal, elect not to accept employment with the successful Offeror. The Offeror shall provide a brief summary of the experience/qualifications of those employees whom the Offeror may access to fulfill the stated position requirements. In addition, the Offeror shall address its ability and commitment to access additional resources, which are to be utilized or made available, if required, in support of the PWS.

Criterion 3 – Corporate Experience and Past Performance

A. Corporate Experience

The Offeror shall discuss recent corporate experience directly related to the requirements of the PWS which the Offeror, teaming partner, subcontractor or joint venture is proposing to perform and show how that experience has prepared the Offeror to successfully perform the work described in Appendices [A](#), [B](#), and [C](#) of the PWS ([Section J, Attachment A](#)). Within this discussion the Offeror shall include the following specific subject areas:

- 1. Transition Management.** Describe previous experience and how incorporating the Offeror's experience in this area will minimize the duration of transition (from predecessor to Offeror), while minimizing disruption of end-user services.
- 2. Performance Standards.** Describe how the Offeror's prior experience with performance measurement and methodology will be used to demonstrate, insure, and maintain overall system performance within the stated requirements of the PWS.

For [Appendix A \(Section J, Attachment A\)](#), in addition to the Offeror's experience in transition management and performance standards, the Offeror's response shall address the Offeror's experience in the following areas, as may be applicable to the individual sections within Appendix A:

- 1. Helpdesk operations.** The Offeror shall describe experience in operating and maintaining automated tools used in the support of desktop support services, including specific performance responsibilities.
- 2. Systems Software.** Describe the Offeror's experience in maintaining technical proficiency, and support in the following areas: Oracle database administration, system administration including operating systems installation and maintenance, use of software associated with the ProEngineer CAD System, application software programming using C, C++, JavaScript, Oracle, Access, Cold Fusion, HTML, SQL, GUI programming, Active Server Pages (ASP), and Perl.

For [Appendix B \(Section J, Attachment A\)](#), in addition to the Offeror's experience in transition management and performance standards, the Offeror's response shall address the Offeror's experience in the following areas, as may be applicable to the individual sections within Appendix B:

- 1. End-User Support Services.** The Offeror shall describe experience with the service model proposed for End-User Support Services (ESS).
- 2. Server Management Services.** The Offeror shall describe experience with the service model proposed for Server Management Services (SMS).
- 3. Miscellaneous IT Services.** The Offeror shall describe experience with the service model proposed for Miscellaneous IT Services (MIS) in the Offeror's

response to Criterion I.

- 4. Applications and Database Services.** The Offeror shall describe experience with the service model proposed for Applications and Database Services (ADS).

For [Appendix C \(Section J, Attachment A\)](#), in addition to the Offeror's experience in transition management and performance standards, the Offeror's response shall address the Offeror's experience in the following areas, as may be applicable to the individual sections within Appendix C:

- 1. Enterprise-level information technology (IT) operations.** The Offeror shall discuss prior experience with sustained enterprise IT operations including the scope and complexity of IT operations managed by the Offeror on prior contracts, as such experience may apply to this PWS. Specific areas to be addressed include data centers; enterprise-level shared IT resources such as electronic mail, Internet servers (internal and external), cyber security hardware (e.g., firewalls), mainframe and parallel processor-based hardware and software, and desktop computing resource management. The Offeror shall discuss SAP software suite experience or other enterprise resource planning software experience.
- 2. New technology awareness.** The Offeror shall describe IT experience in applying new technology in response to common IT needs/problems, while insuring technical proficiency and support were maintained in the following key technical areas:
 - database administration, system administration including operating systems installation and maintenance, patch management, desktop management
 - Unsolicited commercial advertisement (a.k.a. SPAM) blocking, anti-virus/worm/Trojan protection, firewall configuration, remote access configuration and protection, and enterprise IT system component vulnerability risk analysis.
- 3. Classified computing operations.** The Offeror shall discuss prior enterprise-level experience in operating and maintaining classified IT environments.
- 4. Helpdesk operations.** The Offeror shall describe experience in operating and maintaining automated tools used in the support of desktop support services, including specific performance responsibilities.

B. Past Performance

The Offeror shall provide a completed Reference Information Form ([Section L, Attachment IX](#)) for each of three (3) contract references identified in accordance with the following:

- The Offeror shall identify three (3) contracts performed within the past three (3) years, for a period of at least one (1) year, that are comparable in terms of the nature and complexity to that portion of the PWS which the Offeror

proposes to perform. Each teaming member shall provide three (3) comparable contract references.

- If the Offeror is a joint venture, the Offeror shall provide three (3) comparable contract references performed as the proposed joint venture arrangement.
- If the Offeror has not performed three (3) comparable contracts as the proposed joint venture, the Offeror shall identify comparable contracts it has performed as the joint venture, if any, which meets the requirements of the PWS.

For example, if the joint venture has performed one comparable contract, it shall identify that contract plus two comparable contracts performed by each member of the joint venture. If the joint venture has performed two comparable contracts, it shall provide those two contracts plus one comparable contract performed by each venture member.

- If the Offeror is a Limited Liability Company (LLC), the Offeror shall provide three (3) comparable contract references for each company now proposed as a member of the LLC for this contract requirement.
- Contracts listed may include those entered into by federal government agencies or state and local governments and commercial customers.
- Contracts listed shall have been performed by the company which is actually proposed to perform the work, not parent companies or affiliates.
- Identify any referenced contracts with which performance problems were identified and provide information regarding how, by whom, and when problems were identified, and corrective actions taken by the company to resolve identified problems.

Criterion 4 – Business Management and Operating Plans

A. Transition Plan

The Offeror shall describe how the responsibility for the work and the employees will be transitioned from the incumbent to the Offeror in an effective manner. The plan shall incorporate a list and schedule of major activities including as a minimum the following:

- Plan for accepting transition of the incumbent contractor employees.
- Plan for establishing positive labor-management relations and employee relations at the point of transition.
- Plan for providing a smooth and orderly transition including methods for minimizing the impact on continuity of operations.

B. Business Plan

Offeror shall describe

- the proposed organization structure to support the work and the performance standards described in the PWS, including a crosswalk to

[Section L, Attachment III](#) – Current Non-Managerial Labor Categories
Performing PWS,

- specific roles and responsibilities of each team member or subcontractor (if any work is to be subcontracted),
- a brief description of functions and responsibilities for each labor category proposed in [Section B](#) of the Price Schedule.
- how the proposed organization will accomplish multi-site performance of the work,
- how the proposed organization will adapt to expected reductions in the level of support and performance based services required during the five year period of the agreement,
- the lines of communication between team members,
- how management and coordination will be exercised between teaming partners, subcontractors, and/or joint ventures,
- the Offeror's authority to commit the overall team's resources to accomplish the work,
- how the proposed organization/team will provide a seamless interface with the customer's IT organization and support end users,
- how the Offeror will maintain or improve quality and timeliness of services,
- how the Offeror will implement best business practices,
- how the Offeror will respond to fluctuating peak workloads and accelerated service requests, and
- how the Offeror will adapt to a changing IT environment.

L.27 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997) – Alternate IV (Oct 1997)

- (a) Submission of cost or pricing data is not required.
- (b) This RFP contains two requirements affecting this section and [Section B](#), Price Schedule. These requirements are the Rights of First Refusal and Substantially Equivalent Salary and Benefits for "incumbent" employees who transition to an entity awarded the subject contract.

Offerors must structure their labor categories and pay scales in levels of responsibility and corresponding pay so as to allow transitioned employees to fit within such levels. Offerors must decide on the proper structuring and the number of levels in each labor category. For example, there could be four levels of Systems Analyst with a \$5,000 salary increment range (such as Level 1, \$40,000 - \$45,000; Level 2, \$45,000 - \$50,000; Level 3, \$50,000 - \$55,000; Level 4, \$55,000 - \$60,000) differentiated by work experience and duties.

The proposed salary amount for this section shall be within the salary range for each labor category utilizing the applicable categories/levels included in [Section L, Attachment III](#), Salary Ranges for Non-Managerial Labor Categories, for transitioning employees that meet the Right of First Refusal requirements. The salary amount for [Section B](#) and, therefore, the loaded labor rate that will be billed under the contract, must also be within the salary range of each labor category.

An incumbent employee who transitions must be placed within the category level whose range contains her/his equivalent salary. Continuing with the previous example, if an incumbent Systems Analyst transitions with an equivalent salary of \$59,000, then that employee would be classified as a Level 4 System Analyst for billing purposes. [Section B](#) loaded labor rate would be based on a salary amount within the appropriate range, consistent with the bid amount in this price proposal. However, if an incumbent employee's equivalent salary is greater than the range of the highest level, a new level will be negotiated after award, to accommodate the pay.

Offerors should propose appropriate salary range and fringe benefit rates for the subject geographical area; however, some incumbent salary and fringe benefit information is being provided for consideration. This information is provided at [Section L, Attachment III](#) of the RFP and [Section L, Attachment II](#), Average Benefit Cost for IT Employees.

- (c) A specific format is mandated for [Section B](#), Price Schedules, and Section L, [Exhibit A](#), [Exhibit B](#), [Exhibit C](#), and [Exhibit D](#). All proposed costs and fee shall be reflected on the Price Schedules. The following shall be submitted to support the proposed price for the term of the contract, including option years.

Section B, Price Schedules. Offerors shall complete all Price Schedules included in [Section B](#) of the RFP. One Price Schedule shall be completed for the transition period, one for the base period, and one for each option year for DOE/SC/ORO/ORNL and NNSA/Y-12. For DOE/EM Oak Ridge, one Price Schedule shall be completed for the transition, one for the base period, and one for option year one only. No cost shall be incurred in option year two for DOE/EM Oak Ridge. In addition, a summary price schedule shall be completed for each site - DOE/SC/ORO/ORNL, DOE/EM Oak Ridge, and NNSA/Y-12. All proposed costs and fee must be reflected on the Price Schedule. The fixed direct labor rates set forth in the Price Schedule shall be firm for the full term of the contract, including option years. All Hourly Rates, Fully Loaded Hourly Rates, Overtime Rates, and Fully Loaded Overtime Rates shall be rounded to two decimal places. All price extensions (Estimated Amounts and Ceiling Prices) shall be rounded to the nearest whole dollar.

Volume III, Price Proposal. The Price Proposal, Volume III, shall consist of the Offeror's proposed price (cost and fee) to perform the required work set forth in the Performance Work Statement (PWS) as well as the Offeror's financial capability information. The specific format required for the price proposed for labor rates is included in [Exhibits A, B, C, and D](#). The Offeror shall determine the labor categories and labor mix by level necessary to accomplish the [PWS](#). A list of current labor categories performing the PWS is set forth in [Section L, Attachment III](#) of this RFP. Please note that this attachment is provided for informational purposes only and that it is the responsibility of the Offeror to determine the labor categories and level, and labor mix required to accommodate the Offeror's proposal.

The Price Proposal shall be inclusive of the prime contractor, teaming partners/subcontractors, and/or joint ventures, and consultants proposed to perform the PWS. Fixed direct labor rates-per-hour are to include all full-time and part-time employee costs directly related to accomplishing activities in support of the PWS, including labor, fringe, overhead, and G&A, (for onsite and offsite activities). The base fee and the performance-based fee amount shall be specified as separate amounts.

All pages in the Price Proposal, including forms, tables, and exhibits, must be numbered and identified in a table of contents. The Price Proposal shall be sufficiently complete so that cross-referencing to other Volumes is not necessary. None of the information contained in this Volume (Volume III) should be included in any other proposal Volume unless specifically requested in this solicitation. There is no page limitation to the Price Proposal.

DOE RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL INFORMATION DEEMED NECESSARY TO PROPERLY EVALUATE VOLUME III, PRICE PROPOSAL.

The following information shall be provided in the Volume III Price Proposal:

- (I) A table of contents.

- (II) Completed Section B Price Schedules of the RFP. Offerors shall complete and submit the Price Schedules included in [Section B](#) for each site. Rates for overtime are requested; however, overtime shall not be calculated into the proposed total price. If required, adjustments may be made after contract award to acknowledge overtime costs in the contract ceiling price.
- (III) [Exhibit A Total Contract Ceiling Price](#). Offerors shall provide a summary cost of the transition period, base period (years 1, 2 and 3), option year 1 (year 4) and option year 2 (year 5), and total for the following cost elements: Loaded Labor, Material/Other Direct Cost, Subcontract Cost (loaded labor, material/other direct costs), and Fee, utilizing [Section L, Exhibit A](#). All price extensions shall be rounded to the nearest whole dollar.
- (IV) [Exhibit B Total Contract Ceiling Price by Service Category](#). Offerors shall complete and submit the components of ceiling price utilizing Section L, Exhibit B (DOE/SC/ORO/ORNL, DOE/EM/Oak Ridge, and NNSA Y-12.) This exhibit shall include Direct Productive Labor Hours (DPLH), Loaded Labor Price, Material/Other Direct Cost, and Fee, by service category. Fee is not allowed for the transition period. All price extensions shall be rounded to the nearest whole dollar.
- (V) [Labor Categories](#). Offerors must provide their job classification structure with the corresponding salary ranges.
- (VI) [Exhibit C Calculation of Fully Loaded Hourly Labor Rates](#). Offeror shall provide the detailed components of the fully loaded hourly rates for the prime and the subcontractor(s) utilizing Section L, [Exhibit C-1](#) and [C-2](#).

Offerors shall complete and submit [Exhibit C-1](#) for the transition period, for each site (DOE/SC/ORO/ORNL, DOE/EM/Oak Ridge, and NNSA Y-12).

Offerors shall complete and submit [Exhibit C-2](#), by service category, for each base year and each option year, for each site (DOE/SC/ORO/ORNL, DOE/EM/Oak Ridge, and NNSA Y-12.)

Offerors shall complete and submit [Exhibit C-3](#), a summary of proposed labor for the prime and subcontractor for the contract periods.

All unit prices shall be rounded to two decimal places. All price extensions shall be rounded to the nearest whole dollar. Offerors shall add additional rows as needed in preparing Exhibit C.

Hourly labor rates shall be proposed on the basis of direct productive labor hours worked, exclusive of nonproductive labor hours such as vacation leave and sick leave.

- (VII) [Exhibit D Table of Hourly Labor and Indirect Rates by Level](#). Offerors shall complete and submit hourly labor (\$) by level and Indirect rates (%) using Section L, Exhibit D. All indirect rates included in Section L, Exhibit D shall be applied to the labor rates for all years in [Section L, Exhibit C](#). The fully loaded labor rates shall then be applied to the proposed labor hours. Total labor cost in Section L, Exhibit C shall agree with total labor cost as presented in [Section L, Exhibit B](#). All price extensions and percentages shall be rounded to two decimal places. Rates for overtime are requested; however, overtime shall not be calculated into the proposed total price. If required, adjustments may be made after contract award to acknowledge overtime costs in the contract ceiling price.

- (VIII) Consistency with Technical Proposal. Offerors must provide evidence, such as cross reference, that the type and level of personal included in this cost section is the same as included in the Technical Section.
- (IX) Employees Located On-Site. [Section L, Attachment III](#), Current Labor Categories Performing PWS, lists employee positions that are required to be located on-site.
- (X) Material/Other Direct Cost. Material, including Other Direct Cost, shall be proposed in detail, including quantities and dollar amounts as provided in [Section L, Exhibit B](#), or the detail may be attached as a separate exhibit.
- (XI) Software Material. Tivoli (or equivalent) and Remedy (or equivalent) software products and associated hardware shall be provided by the Contractor, as defined in the [PWS](#). The cost to the Government for those products shall be listed as material line items of [Section L, Exhibits A and B](#) or if costs are included in overhead, attach a separate schedule showing the name of the software and the yearly cost.
- (XII) Establishment of Local Office. [Section F, F.4](#) of the RFP states the requirements of a local office.
- (XIII) Cost of Security Clearance. Security Clearances as required by the RFP [Clause H.7](#) Security Qualifications (JUNE 2004), shall be paid for by the Government.
- (XIV) Off-site to On-site Data Connection. Each site (Y-12, ORNL, and ETP) has an internal network with clearly defined perimeter and perimeter protection. A DOE owned fiber triangle connects these sites at each site's perimeter access point. The Offeror shall propose as part of its technical proposal a 100 megabit Ethernet link from the Offeror's planned off-site facility to Y-12 National Security Complex. BWXT Y-12 will provide connectivity from this point to the Y-12 National Security Complex network and perform routing to the Y-12, ORNL, and ETP perimeter access points. All remote access connections to each site that allow a point of presence on that site's network shall be made via a VPN server at that site. Client VPN software is available for those connections once the Offeror's accounts are approved and established. In addition, an approved facility security plan is required for all of the Offeror's facilities that will be utilized to perform work on this contract. This plan shall be submitted 30 days prior to activation of the network link. Approval of this plan is required before actual use of the link.
- The Offeror shall determine the format for submission of all network cost including installation and any recurring cost, assuring that specific details for proposed cost elements are provided. The Government expects cost, such as installation, will be incurred during the transition period and recognizes that some costs may be incurred beyond this time period. Such cost, if any, shall be included on a month to month basis.
- (XV) Equipment for Employees Located On-Site. For employees located on-site, necessary equipment, including materials and supplies, as set forth in [Section J, Attachment A \(Appendices B-2.2 thru B-2.7, C-1 and C-2\)](#) shall be furnished by the Government.
- (XVI) Indirect Cost. Indirect Cost related to materials shall be in accordance with [Section B, Supplies or Services and Prices/Costs, B.4 \(c\)](#).
- (XVII) Employee Relocation. The Government will not reimburse the Contractor directly for employee relocation cost.

- (XVIII) Fee. The Offeror shall define their proposed ratio of base fee and performance based-fee as requested in Exhibit A. Fee shall include only one amount for all team members. Base fee and performance-based fee shall be included as line items in [Exhibits A](#) and [B](#). The performance-based fee determination will be based on evaluation of Contractor performance as described in the Quality Assurance Surveillance Plan/Fee Administration Plan (QASP/FAP) ([Section L, Attachment XIII.](#))
- (XIX) Accounting System. The Offeror shall briefly describe its accounting system and the adequacy of that system for reporting of cost against government time and material contracts. The Offeror shall submit an explanation of how costs will be recorded and tracked in its accounting system. In addition, the Offeror shall identify the cognizant Government audit agency or any other Government agency that has formerly approved the accounting system, if applicable.
- (XX) Determined Financial Capability. FAR 9.104-1(a) requires a prospective contractor to have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this contract. Information provided by the Offeror shall include, but not be limited to, the following:

A current balance sheet and a profit/loss statement covering all quarters completed in the current fiscal year and projected data for the remainder of the year. Additionally, the Offeror shall provide certified financial statements, where available, for the last three accounting periods. Certified financial statements must include, at a minimum, a balance sheet and a statement of operations (profit and loss).

The above information is required for all participants if the Offeror is a teaming arrangement or for any subcontractor whose portion of the work is 10 percent or more of the total proposed price.

If the Offeror is a Limited Liability Corporation or other similar entity created for the purpose of performing this contract and lacking financial resources, the information required above shall be submitted for the parent corporate entity/ies or other guarantors.

An irrevocable letter of credit containing the name of the lender and the financing terms if credit is to be obtained;

The determination of financial capability to complete this contract shall be made by DOE. However, a financial capability review may be performed by the Defense Contract Audit Agency for DOE's consideration.

Should an apparent small business Offeror be determined to lack elements of responsibility, the Contracting Officer shall refer the matter to the Small Business Administration for a Certificate of Competency in accordance with FAR 19.6.

- (XVIII) Points of Contact. Offerors shall provide the name, address, and telephone number for the cognizant Administrative Contracting Officer and the cognizant Audit Agency Office, if applicable. Offerors shall also provide the name, address, and telephone number of the person(s) authorized to provide any clarifying information regarding the Volume III, Price Proposal.

L.28 ORO L190 Intention To Propose (MAR 1990)

Please review this RFP. To enable us to update our source lists, please complete the following and mail to the address below by the earliest practical date.

RFP Number:

____ We do intend to submit a proposal.

____ We do not intend to submit a proposal for the following reasons:

Name and Address of Firm or Organization (Include Zip Code)

PRIME:

TEAMING PARTNERS/SUBCONTRACTOR(S) AND/OR JOINT VENTURE:

Typed Name and Title: _____

Date: _____

NOTE: Unless otherwise stated in the RFP, no other solicitation materials should be returned if you do not intend to submit a proposal.

Mail To:

Department of Energy
Oak Ridge Operations Office
ATTN: Jill Albaugh, Contracting Officer
P. O. Box 2001
Oak Ridge, Tennessee 37831

If you prefer, you may mail this form electronically to Jill Albaugh at the following address:

Albaughjy@oro.doe.gov

L.29 Notice Of Intent – Use Of Non-Federal Evaluators And Advisors

Potential Offerors are advised that the Government used non-federal advisors to develop the solicitation and the Government also intends to utilize non-federal advisors for evaluating proposals received in response to this RFP. Such evaluators and/or advisors shall be required to sign a Nondisclosure Agreement in accordance with DEAR 915.207-7-(f)(6).

Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor, cannot lawfully seek procurement-sensitive information from the former advisor. Offerors are reminded that obtaining procurement-sensitive information, or attempts to do so, violates the Procurement Integrity Act, 41 U.S.C. § 423.